

UNITED STATES DISTRICT COURT  
DISTRICT OF MARYLAND

CHRIS BRUNO

KIMBERLY BRUNO

Plaintiffs,

**JURY TRIAL**

V.

CIVIL ACTION NO

UNITED RECOVERY SYSTEMS, LP

Defendant.

AUGUST 3, 2015

**COMPLAINT**

Plaintiffs sues Defendant, United recovery Systems, LP a collection agency based in Houston, TX which is also doing business in Maryland and is licensed as a collection agency.

**I. PRELIMINARY STATEMENT**

1. This is an action brought pursuant to 15 U.S.C. §1692, *et sequi*, known more commonly as the "Fair Debt Collection Practices Act" ("FDCP A"), which prohibits debt collectors from engaging in abusive, deceptive and unfair practices.

**II. JURISDICTION**

2. The jurisdiction of this Court arises under 15 U.S.C. §1692k and 28 U.S.C. §1337.

### III. ALLEGATIONS AS TO PARTIES

3. Plaintiffs ("Bruno"), is *sui juris* and a resident of Millersville, Maryland.
4. At all times material hereto, Defendant, United Recovery Systems, LP ("United Recovery"), was a foreign corporation, doing business in the State of Maryland.
5. Defendant was engaged in the collection of debts from consumers using the mail and telephone. Defendants regularly attempted to collect consumer debts alleged to be due to another in the State of Maryland.

### IV. FACTUAL ALLEGATIONS

6. For an extended period of time, Defendant United Recovery, sent collection notices to the Plaintiffs alleging past due amounts and deficiencies arising out of vehicle repossessions by Capital One Auto Finance, in which the consumers were not provided with required notices pursuant to Maryland Code Commercial Law, Title 12-Credit Regulations, Subtitle 10 Credit Grantor Closed End Credit Provision (CLEC).
7. Subsequent to the sale, Capital One attempted to collect an alleged deficiency from Mr. and Mrs. Bruno. Later, Capital One retained United Recovery. to continue that collection effort.
8. Prior to filing this action, Mr. and Mrs. Bruno, through their attorney, asked United Recovery for copies of all required notices, proving notice was sent according to Maryland State Credit Regulations that Capital One may contend were provided to the Plaintiffs, as well as any proof (Certified letter green card, post office receipts, for example) that Mr. and Mrs. Bruno received such notices, as required by the Credit Regulations themselves.(Via Certified Mail) **See Exhibit 1.**

9. United Recovery never provided any such documentation nor the Certified Mail Notice, was sent either prior to or after the repossession as required by MD State Regulations, to the Plaintiffs, yet continued to collect this alleged debt though today's date.

10. Defendant knew or should have known that this debt was not valid and cannot turn a blind eye to the fact that Plaintiffs debt is not legally owed.

11. Defendant was on notice after receiving a letter from Plaintiffs Counsel, dated May 14, 2015, that the Plaintiffs did not receive any notice of repossession from the original creditor, Capital One Auto Finance.

12. Defendant United Recovery did reply to the request for documentation and stated in a letter dated May 20, 2015, "Thank you for communicating with us about the referenced account. We have obtained the information you requested. Enclosed please find copies of the documentation we have on your client's Capital One Auto Finance, a division of Capital One, NA account." **See Exhibit 2.**

## **V. DEFENDANTS' PRACTICES**

13. Mr. and Mrs. Bruno are informed, believe, and thereby allege that, United Recovery has unlawfully collected or attempted to collect deficiency balances from those who were not issued correct post-repossession notices by Capital One Auto Finance.

## **VI. FDCPA VIOLATIONS**

14. Plaintiffs incorporate the allegations of paragraphs 1 – 13 as if fully set forth herein.

15. Plaintiffs bring this action to obtain relief for violations of The Fair Debt Collection Practices Act, 15 U.S.C. §1692e and 1692f ("FDCPA").

16. The FDCPA protects the least sophisticated consumer from false, misleading, or unfair collection tactics, and prohibits a debt collector from, *inter alia*, making false representations about the character, amount or legal status of any debt, and from collecting or attempting to collect sums that are not allowed by law.

17. The FDCPA is violated by omissions as well as by affirmative misrepresentations. See, 15 U.S.C. §1692e(2), (5), (10); §1692f(1).

18. In this case, United Recovery engaged in such activity by its repeated attempts to collect deficiencies which were not properly due or owed under Maryland law, and which the creditor would have been barred from collecting and this Defendant either knew or should have known were barred from collecting.

19. A violation of State law is also a violation of the FDCPA.

20. As a direct and proximate result of the acts hereinabove alleged and United Recovery's ongoing unlawful conduct in pursuit of improperly alleged deficiencies, the Plaintiffs have been damaged and have suffered economic losses in an amount to be proven at trial.

21. United Recovery has committed one or more unfair or deceptive acts or practices in violation of the FDCPA including, but not limited to, asserting a right to collect deficiencies that were improperly alleged after Capital One Auto Finance failed to disclose to the Plaintiffs their rights pursuant to required Notices of Repossession and Sale.

**PRAYER FOR RELIEF**


WHEREFORE, Plaintiffs, prays for relief on behalf of themselves:

- A. For statutory damages for each Plaintiff in the amount of \$1,000 pursuant to the FDCPA 15 U.S.C. §1692k.
- B. For an order preliminarily and permanently enjoining United Recovery from engaging in the practices alleged herein on behalf of Capital One in the absence of proper repossession notices;
- C. For an order of mandatory injunction directed to United Recovery to remove any adverse credit information which may have been wrongfully reported on the consumer credit reports;
- D. For pre-judgment interest to the extent permitted by law;
- E. For an award of attorneys' fees, costs and expenses incurred in the investigation, filing and prosecution of this action to the extent permitted by law; and
- F. For such other and further relief as the Court may deem just and proper.

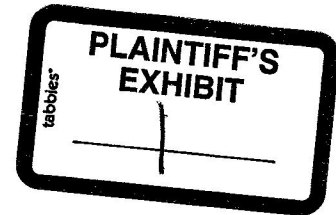
**DEMAND FOR JURY TRIAL**

Plaintiff demands a trial by jury of all issues so triable.

**THE PLAINTIFF**

  
BY/S/Bernard T. Kennedy  
Bernard T. Kennedy, Esquire  
The Kennedy Law Firm  
P.O. Box 673  
Blairsville, GA 30514  
Ph (443) 607-8901  
Fax (443) 440-6372  
Fed. Bar # Md26843  
[bernardtkennedy@yahoo.com](mailto:bernardtkennedy@yahoo.com)

THE KENNEDY LAW FIRM  
BERNARD T. KENNEDY



P.O. BOX 673      BLAIRSVILLE, GA 30514      TEL (706) 400-2650      FAX (443) 440-6372

ALSO ADMITTED IN CONNECTICUT  
ALSO ADMITTED IN MARYLAND

bernardtkennedy@yahoo.com

May 14, 2015

Scott Gresak  
United Recovery Systems, LP  
P.O. Box 722929  
Houston, TX 77272-2929

RE: Kimberly Bruno  
Urs id 35193709-rm45-720

Dear Mr. Gresak:

I am in receipt of your letter dated April 17, 2015 and I thank you for same. (Please note my change of address).

I ask that you provide me with a copy of my client's retail installment sales agreement with Capital One. (Front and back side of the document).

I also request that you provide me with a copy of the certified letter mailed to my client advising them their automobile was repossessed.

My client states she never received a copy of a certified letter from Capital One, which is required to be sent within 5 days after repossession, pursuant to Maryland Statute. If notice was not sent via certified mail, within that time frame, or defective notice was sent, my client would not owe anything to Capital One as a matter of law.

Please send a copy of all notices sent to my client by Capital One, either prior to repossession or post repossession, including the green card issued by the U.S. Postal Service, proving the notice was mailed, according to Maryland State Regulations.

Very truly yours,

  
Bernard T. Kennedy

(Enclosure) collection letter dated 4-17-15

5800 NORTH COURSE DR  
HOUSTON, TX 77072-1613

Address Service Requested

April 17, 2015

Bernard Kennedy  
34 Rogers Street, Ste A  
Blairsville, GA 30512



UNITED RECOVERY SYSTEMS<sup>®</sup>  
LP

Your Client: Kimberly Bruno  
Creditor: Capital One Auto Finance, Inc  
Account: XXXXXXXXX1061  
URS ID: 35193709 - rm45 - 720  
Amount Due as of April 17, 2015: \$3,304.96  
Partial Account Number for Security

United Recovery Systems, LP  
P.O. Box 722929  
Houston, TX 77272-2929

Telephone: 866-582-4072, ext 2544

Please detach at perforation and return with your payment.

Enclosed please find the copies of documentation on your client's account as per your request.

Upon receipt of this letter, please have your client remit payment to our office.

If you have any questions or need additional information, please contact my office at 866-582-4072, extension 2544.

This communication is from a debt collector. We are required to inform you that this is an attempt to collect a debt, and any information obtained will be used for this purpose.

Sincerely,

Scott Gresak  
866-582-4072 ext 2544

United Recovery Systems, LP  
P.O. Box 722929  
Houston, TX 77272-2929

Your Client: Kimberly Bruno  
Creditor: Capital One Auto Finance, Inc  
Account: XXXXXXXXX1061  
URS ID: 35193709 - rm45 - 720  
Amount Due as of April 17, 2015: \$3,304.96

Telephone: 866-582-4072, ext 2544  
You May Call Our Office 24 Hours a Day

5800 NORTH COURSE DR  
HOUSTON, TX 77072-1613

Address Service Requested

May 20, 2015

Bernard Kennedy  
Bernardtkennedy@yahoo  
34 Rogers Street, Ste A  
Blairsville, GA 30512



Your Client: Kimberly Bruno  
Creditor: Capital One Auto Finance, a division of Capital One,  
N.A.  
Account: XXXXXXXXXX1061  
URS ID: 35193709 - RM45 - 720  
Amount Due as of May 20, 2015: \$3,304.96  
Partial Account Number for Security

United Recovery Systems, LP  
P.O. Box 722929  
Houston, TX 77272-2929

Telephone: 866-582-4072, ext. 2544

Please detach at perforation and return with your payment.

### Documentation Enclosed

Dear Bernard Kennedy,

Thank you for communicating with us about the referenced account. We have obtained the information you requested. Enclosed please find copies of the documentation we have on your client's Capital One Auto Finance, a division of Capital One, N.A. account.

We understand your client may be experiencing a financial hardship and want to help. Give us a call at 866-582-4072, ext. 2544 and ask for Scott Gresak. We have different payment options for your client to consider that can help resolve the account.

We are required to inform you that this communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for this purpose.

Sincerely,

Scott Gresak  
866-582-4072, ext. 2544

Your Client: Kimberly Bruno  
Creditor: Capital One Auto Finance, a division of Capital One,  
N.A.  
Account: XXXXXXXXXX1061  
URS ID: 35193709 - RM45 - 720  
Amount Due as of May 20, 2015: \$3,304.96

Office Hours (all times Central)  
Monday-Thursday: 8 AM to 9 PM • Friday: 8 AM to 4 PM • Saturday: 7 AM to 11 AM

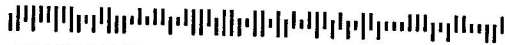




10/20/14

Capital One Auto Finance  
7933 Preston Road  
Plano, TX 75024  
1-800-946-0332

Account #: 6206210611061  
Vehicle: 12 AUDI Q5  
VIN: WA1CFAFP4CA095127



KIM BERLY BRUNO  
CHRISTOPHER BRUNO  
1015 WHEATFIELD DR  
MILLERSVILLE, MD 21108-1597

800

### Explanation of Calculation of Surplus or Deficiency

Dear KIM BERLY BRUNO  
CHRISTOPHER BRUNO

Capital One Auto Finance is the owner and holder of the above referenced account. Under the terms of the Retail Installment Contract and Security Agreement for the account, and pursuant to applicable law, Capital One Auto Finance sold the collateral (vehicle) pledged to secure the indebtedness for the sum of \$28,600.00. After applying the net proceeds from the sale, along with any applicable refunds, as required by the terms and conditions of the loan contract, a Deficiency Balance remains, in the amount of \$3,304.96, for which you remain liable under your Agreement.

The Deficiency/Surplus Balance was calculated as follows:

Aggregate Amount Owed.....		\$30,866.66
Proceeds from sale of Collateral.....	(-)	\$28,600.00
Subtotal.....	=	\$2,266.66
Expenses for the retaking, holding, preparing for disposition, processing and disposing of the collateral, including attorney fees and interest.....	(+)	\$1,038.30
Credits for refunds of insurance premiums, service contracts, GAP.....	(-)	\$0.00
Rebates of unearned interest or credit service charge.....	(-)	\$0.00
The amount of the deficiency as of 10/18/14.....	=	\$3,304.96

Future expenses, charges, additional interest, credits and refunds may affect the amount of the deficiency/surplus. The above referenced deficiency balance is due in full. Your immediate attention is requested. Please remit payment of the full deficiency balance to

**Capital One Auto Finance**  
P.O. Box 261930  
Plano, TX 75026-1930

You may contact Capital One Auto Finance at the above address or by calling us at 1-800-946-0332, Monday through Friday, from 8:00 a.m. to 9:00 p.m. Eastern Time, if you wish to have additional information about the transaction. You are entitled without charge to one explanation of calculation of surplus or deficiency during any 6 month period in which you did not receive an explanation.

This communication is from a debt collector and is an attempt to collect a debt; any information obtained will be used for that purpose.

All of Capital One Auto Finance's claims, demands and accruals regarding the above described indebtedness, whenever made and whether for principal, interest or otherwise, are intended to comply in all respects, both independently and collectively, with applicable laws, and are accordingly limited so that applicable laws are not violated.

Sincerely,  
Capital One Auto Finance

Capital One Auto Finance is a division of Capital One, National Association, and services the following Capital One affiliated company: Onyx Acceptance Corporation.

Deficiency\_Balance\_Gen\_600



## Transaction History Report (as of 5/19/2015)

Account #: 62062106110611001

Loan Bal: \$2,653.77

Period: 11/19/2000 - 05/19/2015

Date	Description	Debit	Credit
10/16/2014	Payment (applied toward interest, payment, or fees)		\$27957.50
09/02/2014	Miscellaneous Fee Assessment	\$370.00	
08/11/2014	Capital One auto loan payment.		\$700.00
08/04/2014	Capital One auto loan payment reversal	\$2074.66	
07/25/2014	Capital One auto loan payment reversal	\$700.00	
08/04/2014	Capital One auto loan payment.		\$2074.66
07/22/2014	Capital One auto loan payment reversal	\$1080.67	
07/18/2014	Capital One auto loan payment reversal	\$870.00	
07/25/2014	Capital One auto loan payment.		\$700.00
07/11/2014	Payment reversal (applied toward interest, payment, or fees)	\$571.01	
07/11/2014	Capital One auto loan payment reversal	\$823.99	
07/22/2014	Capital One auto loan payment.		\$1080.67
07/18/2014	Capital One auto loan payment.		\$870.00
07/07/2014	Capital One auto loan payment reversal	\$700.00	
07/11/2014	Payment (applied toward interest, payment, or fees)		\$571.01
07/11/2014	Capital One auto loan payment.		\$823.99
06/30/2014	Capital One auto loan payment reversal	\$1380.55	
07/07/2014	Capital One auto loan payment.		\$700.00
06/19/2014	Capital One auto loan payment reversal	\$700.00	
06/30/2014	Capital One auto loan payment.		\$1380.55
06/14/2014	Capital One auto loan payment reversal	\$1386.44	
06/19/2014	Capital One auto loan payment.		\$700.00
06/14/2014	Capital One auto loan payment.		\$1386.44
05/24/2014	Capital One auto loan payment reversal	\$700.00	
05/24/2014	Capital One auto loan payment.		\$700.00
04/24/2014	Capital One auto loan payment.		\$700.00
04/05/2014	Capital One auto loan payment.		\$400.00
03/18/2014	Capital One auto loan payment reversal	\$500.00	
03/18/2014	Capital One auto loan payment.		\$500.00
02/13/2014	Capital One auto loan payment.		\$900.00
02/08/2014	Capital One auto loan payment.		\$150.00
01/31/2014	Capital One auto loan payment.		\$628.22
01/13/2014	Capital One auto loan payment reversal	\$760.00	

## Transaction History Report (as of 5/19/2015)

Account #: 62062106110611001

Loan Bal: \$2,653.77

Period: 11/19/2000 - 05/19/2015

Date	Description	Debit	Credit
01/13/2014	Capital One auto loan payment.		\$760.00
12/13/2013	Capital One auto loan payment.		\$586.44
11/21/2013	Late Charge assessment	\$29.32	
10/15/2013	Capital One auto loan payment.		\$710.00
10/11/2013	Capital One auto loan payment.		\$715.00
09/21/2013	Late Charge assessment	\$31.16	
07/24/2013	Capital One auto loan payment.		\$765.00
07/21/2013	Late Charge assessment	\$34.70	
06/20/2013	Capital One auto loan payment.		\$694.11
05/23/2013	Capital One auto loan payment.		\$694.11
05/21/2013	Late Charge assessment	\$34.70	
04/18/2013	Capital One auto loan payment.		\$694.11
03/14/2013	Capital One auto loan payment.		\$694.11
02/15/2013	Capital One auto loan payment.		\$694.11
01/18/2013	Capital One auto loan payment.		\$694.11
12/20/2012	Capital One auto loan payment.		\$694.11
11/15/2012	Capital One auto loan payment.		\$694.11
10/12/2012	Capital One auto loan payment.		\$694.11
09/14/2012	Capital One auto loan payment.		\$694.11
08/11/2012	Capital One auto loan payment.		\$694.11
07/12/2012	Capital One auto loan payment.		\$694.11
06/09/2012	Capital One auto loan payment.		\$694.11
06/09/2012	Miscellaneous fee payment		\$15.00
05/03/2012	Miscellaneous Fee Assessment	\$15.00	